

**REMARKS****A. Comments on Statement of Reasons for Allowance**

We respectfully note that the Examiner's Statement of Reasons for Allowance seems to imply, at least arguably, that certain limitations are present in all of the claims indicated as containing allowable subject matter, even where these limitation are not expressly recited. Since the language in the Statement of Reasons differs from the literal language of the claims, clarification is provided below.

The Examiner arguably implies that the following are limitations of all pending claims:

- (i) "The offer is initiated by the receipt of an inquiry about the first product from a second party." [page 3]; and
- (ii) "the supplier transmitting to a buyer of an item an offer to 'trade-in' the product for a second item, with the offer being initiated by the supplier receiving an inquiry about the product from a second person as disclosed in independent claims 1, 24, 46, 67, and 101." [page 3].

With respect to (i) and (ii), independent Claim 46 recites *wherein the offer is a result of an inquiry by a second person to the supplier for the first product*. We cannot speculate as to why the Examiner chose to reinterpret or rephrase the literal language or how the exact scope of the Examiner's new terminology would have been understood by those of ordinary skill in the art. Accordingly, since the Statement of Reasons (i.e., "offer is initiated by the receipt of an inquiry") differs somewhat from the literal language recited (i.e., *the offer is a result of an inquiry*) in Claim 46, it is assumed that the literal language of the claims is the sole measure of the scope of the claims indicated as containing allowable subject matter. Thus, all that is required in Claim 46 is that *the offer is a result of an inquiry*—there is no express limitation of "initiation," as implied in (i), much less initiating by a supplier, as implied by the Examiner in (ii).

Further, the above-mentioned feature of Claim 46 is not expressly recited in all of the pending claims. Also, the above-specified limitations (i) – (ii) implied by the Examiner clearly are not expressly stated in all of the pending claims, nor are they necessary for all of the pending claims to distinguish over any of the prior art of record.

Contrary to the Examiner's assertion, independent Claims **1, 24, 46, 67, and 101** do not literally state any of the implied limitations (i) – (ii). For example, as explained in the Response & Amendment filed August 18, 2003, “claims **1, 24, and 67** have each been amended to clarify, consistent with at least one embodiment, that the step of ‘searching’ [the memory to determine whether the data relating to the first product is stored therein] is done ‘based on the inquiry.’” The step of *transmitting, from the supplier and to the first person based on the data identifying the first person, an offer to exchange the first product for a second product* does not expressly state that either the *offer* or the *transmitting* is “initiated” or based on receipt of an inquiry. Accordingly, since the Statement of Reasons (i.e., “offer is initiated by the receipt of an inquiry”) differs somewhat from the literal language recited (i.e., *searching, based on the inquiry, the memory... and transmitting...an offer*) in Claims **1, 24, and 67**, it is assumed that the literal language of the claims is the sole measure of the scope of the claims indicated as containing allowable subject matter.

In another example, Claim **101** recites:

*storing data relating to a first product that has been provided to the first person and data identifying the first person in a memory of a computer;*

*transmitting, from the supplier and to the first person based on the data identifying the first person, an offer to exchange the first product for a second product;*

*searching the memory to determine whether there is data identifying a second person and data indicating that the second person may be interested in obtaining the first product; and*

*transmitting, from the supplier and to the second person based on the data identifying the second person, an offer for the first product.*

Accordingly, since the Statement of Reasons (i.e., “offer is initiated by supplier receiving an inquiry”) differs starkly from the literal language recited (which includes no express “initiating” or any relationship between (i) the making or determining of an offer to exchange and (ii) any inquiry) in Claim **101**, we understand that any of the Examiner's statements arguably implying that such a feature is required by every embodiment is inadvertent error.

**B. Conclusion**

It is submitted that all of the claims are in condition for allowance. Issuance of the present application is respectfully requested.

Please charge any fees that may be required for this Amendment to Deposit Account No. 50-0271. Furthermore, should an extension of time be required, please grant any extension of time which may be required to make this Amendment timely, and please charge any fee for such an extension to Deposit Account No. 50-0271.

Respectfully submitted,

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Date



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Michael Downs  
Attorney for Applicants  
Registration No. 50,252  
mdowns@walkerdigital.com  
(203) 461-7292 /voice  
(203) 461-7300 /fax